

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. A 27th Revised Sheet No. 1

Canceling P.S.C. Mo. No. 5 Sec. A 26th Revised Sheet No. 1

For ALL TERRITORY

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THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. B 1st Revised Sheet No. 17

Canceling P.S.C. Mo. No. 5 Sec. B Original Sheet No. 17

For ALL TERRITORY

**DESCRIPTION OF MISSOURI SERVICE TERRITORY**

**Christian County<sup>1,2</sup>**  
All of County

**Dade County**

<u>Township</u>	<u>Range</u>	<u>Sections</u>
30	25	1-36
30	26	1-36
30	27	1-36
30	28	1-36
30	29	1, 12, 13, 24, 25, 36
31	25	1-36
31	26	1-36
31	27	1-5, 8-36, part of 7
31	28	13-36, parts of 7-12
31	29	13, 24, 25, 36, part of 12
32	25	1-36
32	26	1-36
32	27	1-5, 8-17, 20-29, 32-36
33	25	25-36
33	26	25-36
33	27	25-29, 32-36

**Dallas County**

<u>Township</u>	<u>Range</u>	<u>Sections</u>
31	20	1-12
32	19	1-18
32	20	1-36
33	19	1-36
33	20	1-36
34	19	1-36
34	20	1-36
35	19	1-36
35	20	1-36
36	19	1-36
36	20	1-36

<sup>1</sup> The Company's right and obligation to serve in Christian County is subject to the terms of the Territorial Agreements between the Company and The City of Clever, Mo approved in EO-2011-0085.

<sup>2</sup> The Company's right and obligation to serve in Christian County is subject to the terms of the Territorial Agreements between the Company and White River Valley Electric Cooperative approved in EO-2012-0192.

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. B 1st Revised Sheet No. 18

Canceling P.S.C. Mo. No. 5 Sec. B Original Sheet No. 18

For ALL TERRITORY

**DESCRIPTION OF MISSOURI SERVICE TERRITORY**

**Greene County<sup>1,2</sup>**

<u>Township</u>	<u>Range</u>	<u>Sections</u>
28	21	part of 22
28	23	2-11, 14-22, 27-30, parts of 23, 26
28	24	1-30
29	20	parts of 1-6, part of 16
29	21	parts of 1, 2
29	23	5-8, 18, 19, 29-32, parts of 2, 3, 4, 17, 20
29	24	1-36
30	20	1-36
30	21	1, 12, 13, 24, 25, 36
30	22	5-8, 17-20, 29-31, part of 32
30	23	1-36
30	24	1-36
31	20	13-36
31	21	13-25, 36
31	22	13-24, 29-32
31	23	13-36
31	24	13-36

**Hickory County**  
All of County

**Jasper County<sup>3</sup>**  
All of County

**Lawrence County**  
All of County

**McDonald County**

<u>Township</u>	<u>Range</u>	<u>Sections</u>
21	31	1-36
21	32	1-36
21	33	1-36
21	34	1-4, 9-16, 21-28, 33-36
22	31	1-36
22	32	1-36
22	33	1-36
22	34	1-4, 9-16, 21-28, 33-36
23	30	2-11, 14-18
23	31	1-36
23	32	1-36
23	33	1-36
23	34	1-5, 8-17, 20-29, 32-36

<sup>1</sup> The Company's right and obligation to serve in Greene County is subject to the terms of the Territorial Agreements between the Company and Southwest Electric Cooperative approved in EO-2002-1119.

<sup>2</sup> The Company's right and obligation to serve in Greene County is subject to the terms of the Territorial Agreements between the Company and Ozark Electric Cooperative approved in EO-2008-0043.

<sup>3</sup> The Company's right and obligation to service in Jasper County is subject to the terms of the Territorial Agreement between the Company and Carthage Water & Electric approved in EO-95-48.

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. B 2nd Revised Sheet No. 19

Canceling P.S.C. Mo. No. 5 Sec. B 1st Revised Sheet No. 19

For ALL TERRITORY

DESCRIPTION OF MISSOURI SERVICE TERRITORY

**Newton County**

<u>Township</u>	<u>Range</u>	<u>Sections</u>
24	29	4-9, 16-18
24	30	1-23, 26-35
24	31	1-36
24	32	1-36
24	33	1-36
24	34	8-17, 20-29, 32-36
25	29	2-11, 14-23, 26-35
25	30	1-36
25	31	1-36
25	32	1-36
25	33	1-36
25	34	1, 2, 11-14, 23-26, 35, 36
26	29	2-11, 14-23, 26-35
26	30	1-36
26	31	1-36
26	32	1-36
26	33	1-36
26	34	1, 2, 11-14, 23-26, 35, 36
27	29	19-23, 26-35
27	30	19-36
27	31	19-36
27	32	19-36
27	33	19-36
27	34	23-26, 35, 36

**Polk County**

All of County

**St Clair County**

<u>Township</u>	<u>Range</u>	<u>Sections</u>
36	24	4-9, 16-21, 28-33
36	25	1-36
36	26	1-16, 21-28, 33-36
36	27	1-4, 9-12
37	24	1-36
37	25	1-4, 9-16, 19-36, parts of 5, 8, 17
37	26	31-36
37	27	33-36

**Stone County <sup>1</sup>**

<u>Township</u>	<u>Range</u>	<u>Sections</u>
All of County		

**Taney County <sup>1,2</sup>**

<u>Township</u>	<u>Range</u>	<u>Sections</u>
All of County		

<sup>1</sup> The Company's right and obligation to service in Stone and Taney Counties is subject to the terms of the Territorial Agreement between the Company and White River Valley Electric Cooperative approved in EO-2007-0161.

<sup>2</sup> The Company's right and obligation to service in Taney County is subject to the terms of the Territorial Agreements between the Company and White River Valley Electric Cooperative approved in EO-1993-0258, EO-1996-0176, EO-2001-0491, and EO-2004-0246, EO-2009-0284, and EO-2009-0428.

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 1 17th Revised Sheet No. 1

Canceling P.S.C. Mo. No. 5 Sec. 1 16th Revised Sheet No. 1

For ALL TERRITORY

**RESIDENTIAL SERVICE  
SCHEDULE RG**

**AVAILABILITY:**

This schedule is available for residential service to single-family dwellings or to multi-family dwellings within a single building. This schedule is not available for service through a single meter to two or more separate buildings each containing one or more dwelling units.

**MONTHLY RATE:**

	Summer Season	Winter Season
Customer Access Charge .....	\$ 14.42	\$ 14.42
The first 600-kWh, per kWh .....	0.1142	0.1142
Additional kWh, per kWh .....	0.1142	0.0930

The Summer Season will be the first four monthly billing periods billed on and after June 16, and the Winter Season will be the remaining eight monthly billing periods of the calendar year.

**FUEL ADJUSTMENT CLAUSE:**

The above charges will be adjusted in an amount provided by the terms and provisions of the Fuel Adjustment Clause, Rider FAC.

**PAYMENT:**

Bills will be due on or before twenty-one (21) days after the date thereof. If not paid on or before the due date, a late payment charge of 0.5% on the unpaid balance will be applied.

**GROSS RECEIPTS, OCCUPATION OR FRANCHISE TAXES:**

There will be added to the Customer's bill, as a separate item, an amount equal to the proportionate part of any license, occupation, franchise, gross or other similar fee or tax now or hereafter imposed upon the Company by any municipality or any other governmental authority, whether imposed by ordinance, franchise, or otherwise, in which the fee or tax is based upon a flat sum payment, a percentage of gross receipts, net receipts, or revenues from the sale of electric service rendered by the Company to the Customer. When such tax or fee is imposed on the Company as a flat sum or sums, the proportionate amount applicable to each Customer's bill shall be determined by relating the annual total of such sum(s) to the Company's total annual revenue from the service provided by this tariff within the jurisdiction of the governmental body and the number of customers located within that jurisdiction. The amounts shall be converted to a fixed amount per customer, so that the amount, when accumulated from all customers within the geographic jurisdiction of the governmental body, will equal the amount of the flat sum(s). The fixed amount per customer shall be divided by 12 and applied to each monthly bill as a separate line item. The amount shall remain the same until the flat sum may be changed by the governmental body, in which case this process shall be adjusted to the new flat sum. The amount shall be modified prospectively by the Company anytime it appears, on an annual basis, that the Company is either over-collecting or under-collecting the amount of the flat sum(s) by more than five percent (5%) on an annual basis. Bills will be increased in the proportionate amount only in service areas where such tax or fee is applicable.

**CONDITIONS OF SERVICE:**

1. Voltage, phase and frequency of energy supplied will be as approved by the Company.
2. Service will be furnished for the sole use of the Customer and will not be resold, redistributed or submetered, directly or indirectly.
3. Service will be supplied through a single meter unless otherwise authorized by the Company. The point of delivery and location of the meter will be at the building wall unless otherwise specifically designated and approved in advance by the Company for each exception.
4. If this schedule is used for service through a single meter to multiple-family dwellings within a single building, each Customer charge and kWh block will be multiplied by the number of dwelling units served in calculating each month's bill.
5. Welding, X-ray, or other equipment characterized by severe or fluctuating demands, will not be served.
6. Intermittent or seasonal service will not be provided.
7. Bills for service will be rendered monthly. At the option of the Company, however, the meters may be read bimonthly with the bill for the alternate month based upon an estimated kWh consumption.
8. The Company Rules and Regulations, P.S.C. Mo. No. 5, Section 5, are a part of this schedule.

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 2 16th Revised Sheet No. 1

Canceling P.S.C. Mo. No. 5 Sec. 2 15th Revised Sheet No. 1

For ALL TERRITORY

**COMMERCIAL SERVICE  
SCHEDULE CB**

**AVAILABILITY:**

This schedule is available to any general service customer on the lines of the Company whose electric load is not in excess of 40 kW, except those who are conveying electric service received to others whose utilization of same is for residential purposes other than transient or seasonal. Motels, hotels, inns, resorts, etc., and others who provide transient rooms and/or board service and/or provide service to dwellings on a transient or seasonal basis are not excluded from the use of this rate. The Company reserves the right to determine the applicability or the availability of this rate to any specific applicant for electric service.

**MONTHLY RATE:**

	Summer Season	Winter Season
Customer Access Charge .....	\$ 23.04	\$ 23.04
The first 700-kWh, per kWh .....	0.1237	0.1237
Additional kWh, per kWh.....	0.1237	0.1114

The Summer Season will be the first four monthly billing periods billed on and after June 16, and the Winter Season will be the remaining eight monthly billing periods of the calendar year.

**FUEL ADJUSTMENT CLAUSE:**

The above charges will be adjusted in an amount provided by the terms and provisions of the Fuel Adjustment Clause, Rider FAC.

**PAYMENT:**

Bills will be due on or before twenty-one (21) days after the date thereof. If not paid, the above rate plus 5% then applies.

**GROSS RECEIPTS, OCCUPATION OR FRANCHISE TAXES:**

There will be added to the Customer's bill, as a separate item, an amount equal to the proportionate part of any license, occupation, franchise, gross or other similar fee or tax now or hereafter imposed upon the Company by any municipality or any other governmental authority, whether imposed by ordinance, franchise, or otherwise, in which the fee or tax is based upon a flat sum payment, a percentage of gross receipts, net receipts, or revenues from the sale of electric service rendered by the Company to the Customer. When such tax or fee is imposed on the Company as a flat sum or sums, the proportionate amount applicable to each Customer's bill shall be determined by relating the annual total of such sum(s) to the Company's total annual revenue from the service provided by this tariff within the jurisdiction of the governmental body and the number of customers located within that jurisdiction. The amounts shall be converted to a fixed amount per customer, so that the amount, when accumulated from all customers within the geographic jurisdiction of the governmental body, will equal the amount of the flat sum(s). The fixed amount per customer shall be divided by 12 and applied to each monthly bill as a separate line item. The amount shall remain the same until the flat sum may be changed by the governmental body, in which case this process shall be adjusted to the new flat sum. The amount shall be modified prospectively by the Company anytime it appears, on an annual basis, that the Company is either over-collecting or under-collecting the amount of the flat sum(s) by more than five percent (5%) on an annual basis. Bills will be increased in the proportionate amount only in service areas where such tax or fee is applicable.

**CONDITIONS OF SERVICE:**

1. The voltage, phase and frequency of energy supplied will be as approved by the Company.
2. Service will be furnished for the sole use of the Customer and will not be resold, redistributed or submetered, directly or indirectly.
3. Service will be supplied through a single meter unless otherwise authorized by the Company. The point of delivery and location of the meter will be at the building wall unless otherwise specifically designated and approved in advance by the Company for each exception.
4. Where the Customer's use of welding, or other equipment characterized by fluctuating or severe demands, necessitates the installation of additional or increased facilities (including distribution transformers, service conductors or secondaries) solely to serve such Customer, the applicable provisions of Rider XC will apply in amendment to the provisions of this schedule.
5. Living quarters incidental to commercial or industrial operations in the same building will only be served together with these operations through a single meter and billed under this or other applicable commercial industrial rates. Living quarters detached from commercial or industrial buildings will only be served under applicable residential schedules.

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 2 16th Revised Sheet No. 2

Canceling P.S.C. Mo. No. 5 Sec. 2 15th Revised Sheet No. 2

For ALL TERRITORY

**SMALL HEATING SERVICE  
SCHEDULE SH**

**AVAILABILITY:**

This schedule is available to any general service customer on the lines of the Company whose average load is not in excess of 40 kW during the Summer Season and where the electric service supplied is the only source of energy at the service location and the customer permanently installs and regularly uses electric space-heating equipment for all internal space-heating comfort requirements. However, this schedule is not available to those who are conveying electric service received to others whose utilization of same is for residential purposes other than transient or seasonal. Motels, hotels, inns, resorts, etc., and others who provide transient rooms and/or board service and/or provide service to dwellings on a transient or seasonal basis are not excluded from the use of this rate. The Company reserves the right to determine the applicability or the availability of this rate to any specific applicant for electric service.

**MONTHLY RATE:**

	Summer Season	Winter Season
Customer Access Charge .....	\$ 21.52	\$ 21.52
The first 700-kWh, per kWh .....	0.1205	0.1205
Additional kWh, per kWh .....	0.1205	0.0901

The Summer Season will be the first four monthly billing periods billed on and after June 16, and the Winter Season will be the remaining eight monthly billing periods of the calendar year.

**FUEL ADJUSTMENT CLAUSE:**

The above charges will be adjusted in an amount provided by the terms and provisions of the Fuel Adjustment Clause, Rider FAC.

**PAYMENT:**

Bills will be due on or before twenty-one (21) days after the date thereof. If not paid, the above rate plus 5% then applies.

**GROSS RECEIPTS, OCCUPATION OR FRANCHISE TAXES:**

There will be added to the Customer's bill, as a separate item, an amount equal to the proportionate part of any license, occupation, franchise, gross or other similar fee or tax now or hereafter imposed upon the Company by any municipality or any other governmental authority, whether imposed by ordinance, franchise, or otherwise, in which the fee or tax is based upon a flat sum payment, a percentage of gross receipts, net receipts, or revenues from the sale of electric service rendered by the Company to the Customer. When such tax or fee is imposed on the Company as a flat sum or sums, the proportionate amount applicable to each Customer's bill shall be determined by relating the annual total of such sum(s) to the Company's total annual revenue from the service provided by this tariff within the jurisdiction of the governmental body and the number of customers located within that jurisdiction. The amounts shall be converted to a fixed amount per customer, so that the amount, when accumulated from all customers within the geographic jurisdiction of the governmental body, will equal the amount of the flat sum(s). The fixed amount per customer shall be divided by 12 and applied to each monthly bill as a separate line item. The amount shall remain the same until the flat sum may be changed by the governmental body, in which case this process shall be adjusted to the new flat sum. The amount shall be modified prospectively by the Company anytime it appears, on an annual basis, that the Company is either over-collecting or under-collecting the amount of the flat sum(s) by more than five percent (5%) on an annual basis. Bills will be increased in the proportionate amount only in service areas where such tax or fee is applicable.

**CONDITIONS OF SERVICE:**

1. The voltage, phase and frequency of energy supplied will be as approved by the Company.
2. Service will be furnished for the sole use of the Customer and will not be resold, redistributed or submetered, directly or indirectly.
3. Service will be supplied through a single meter unless otherwise authorized by the Company. The point of delivery and location of the meter will be at the building wall unless otherwise specifically designated and approved in advance by the Company for each exception.
4. Where the Customer's use of welding, or other equipment characterized by fluctuating or severe demands, necessitates the installation of additional or increased facilities (including distribution transformers, service conductors or secondaries) solely to serve such Customer, the applicable provisions of Rider XC will apply in amendment to the provisions of this schedule.

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 2 16th Revised Sheet No. 3

Canceling P.S.C. Mo. No. 5 Sec. 2 15th Revised Sheet No. 3

For ALL TERRITORY

**GENERAL POWER SERVICE  
SCHEDULE GP**

**AVAILABILITY:**

This schedule is available for electric service to any general service Customer except those who are conveying electric service received to others whose utilization of same is purely for residential purposes other than transient or seasonal. Motels, hotels, inns, resorts, etc., and others who provide transient rooms and board service or room service and/or provide service to dwellings on a transient or seasonal basis are not excluded from the use of this rate. The Company reserves the right to determine the applicability or the availability of this rate to any specific applicant for electric service.

MONTHLY RATE:	Summer Season	Winter Season
CUSTOMER ACCESS CHARGE .....	\$ 67.63	\$ 67.63
<b>DEMAND CHARGE:</b>		
Per kW of Billing Demand .....	7.134	5.563
<b>FACILITIES CHARGE</b>		
per kW of Facilities Demand .....	2.017	2.017
<b>ENERGY CHARGE:</b>		
First 150 hours use of Metered Demand, per kWh .....	0.0879	0.0759
Next 200 hours use of Metered Demand, per kWh .....	0.0690	0.0625
All additional kWh, per kWh .....	0.0623	0.0620

The Summer Season will be the first four monthly billing periods billed on and after June 16, and the Winter Season will be the remaining eight monthly billing periods of the calendar year. If an interval data recorder is required for billing purposes, the Customer Charge will be \$248.77.

**FUEL ADJUSTMENT CLAUSE:**

The above charges will be adjusted in an amount provided by the terms and provisions of the Fuel Adjustment Clause, Rider FAC.

**DETERMINATION OF BILLING DEMAND:**

The monthly Metered Demand will be determined from the highest fifteen minute integrated kilowatt demand registered during the month by a suitable demand meter. The monthly Billing Demand will be the monthly Metered Demand or 40 kW, whichever is greater.

**DETERMINATION OF MONTHLY FACILITIES DEMAND:**

The monthly Facilities Demand will be determined by a comparison of the current month's metered demand and the metered demand recorded in each of the previous 11 months. If there are less than 11 previous months of data, all available data from previous months will be used. The monthly Facilities Demand will be the maximum demand as determined by this comparison or 40 kW, whichever is greater.

**TRANSFORMER OWNERSHIP:**

Where the Customer supplies all facilities (other than metering equipment) for utilization of service at the voltage of the Company's primary line feeding to such location, a reduction of \$0.351 per kW will apply to the Facilities Charge.

**METERING ADJUSTMENT:**

The above rate applies for service metered at secondary voltage. Where service is metered at the voltage of the primary line feeding to such location, metered kilowatts and kilowatt-hours will be reduced prior to billing by multiplying metered kilowatts and kilowatt-hours by 0.9806.

**MINIMUM MONTHLY BILL:**

During any month in which service is rendered, the minimum monthly bill will be the Customer Charge plus the Demand Charge plus the Facilities Charge.

**PAYMENT:**

The above rate applies only if the bill is paid on or before fourteen (14) days after the date thereof. If not so paid, the above rate plus 5% then applies.

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DATE OF ISSUE July 6, 2012 DATE EFFECTIVE August 5, 2012  
 ISSUED BY Kelly S. Walters, Vice President, Joplin, MO



THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 2 17th Revised Sheet No. 4

Canceling P.S.C. Mo. No. 5 Sec. 2 16th Revised Sheet No. 4

For ALL TERRITORY

**LARGE POWER SERVICE  
SCHEDULE LP**

**AVAILABILITY:**

This schedule is available for electric service to any general service Customer except those who are conveying electric service received to others whose utilization of same is for residential purposes other than transient or seasonal. Motels, hotels, inns, resorts, etc., and others who provide transient room and board service or room service and/or provide service to dwellings on a transient or seasonal basis are not excluded from the use of this rate. The Company reserves the right to determine the applicability or the availability of this rate to any specific applicant for electric service.

**MONTHLY RATE:**

	Summer Season	Winter Season
CUSTOMER ACCESS CHARGE.....	\$ 250.06	\$ 250.06
<b>DEMAND CHARGE:</b>		
Per kW of Billing Demand.....	13.83	7.64
<b>FACILITIES CHARGE</b>		
per kW of Facilities Demand.....	1.665	1.665
<b>ENERGY CHARGE:</b>		
First 350 hours use of Metered Demand, per kWh.....	0.0677	0.0602
All additional kWh, per kWh.....	0.0367	0.0354

The Summer Season will be the first four monthly billing periods billed on and after June 16, and the Winter Season will be the remaining eight monthly billing periods of the calendar year.

To be eligible for this schedule, the customer agrees to provide, at the Customer's expense, an analog telephone line to the metering location(s), for use by the Company to retrieve interval metering data for billing and load research purposes. This telephone line must be available to the Company between the hours of midnight and 6:00am each day.

**FUEL ADJUSTMENT CLAUSE:**

The above charges will be adjusted in an amount provided by the terms and provisions of the Fuel Adjustment Clause, Rider FAC.

**DETERMINATION OF BILLING DEMAND:**

The monthly Metered Demand will be determined from the highest fifteen minute integrated kilowatt demand registered during the month by a suitable demand meter. The monthly Billing Demand will be the monthly Metered Demand, or 1000 kW, whichever is greater.

**DETERMINATION OF MONTHLY FACILITIES DEMAND:**

The monthly Facilities Demand will be determined by a comparison of the current month's metered demand and the metered demand recorded in each of the previous 11 months. If there are less than 11 previous months of data, all available data from previous months will be used. The monthly Facilities Demand will be the maximum demand as determined by this comparison or 1000 kW, whichever is greater.

**TRANSFORMER OWNERSHIP:**

If the Company supplies a standard transformer and secondary facilities, a secondary facility charge of \$0.345 per kW of facilities demand will apply, otherwise, Rider XC will apply, unless Customer supplies their own secondary facilities.

**SUBSTATION FACILITIES CREDIT:**

The above facilities charge does not apply if the stepdown-substation and transformer are owned by the Customer.

**METERING ADJUSTMENT:**

The above rate applies for service metered at primary voltage. Where service is metered at secondary voltage, metered kilowatts and kilowatt-hours will be increased prior to billing by multiplying metered kilowatts and kilowatt-hours by 1.0237.

Where service is metered at transmission voltage, metered kilowatts and kilowatt-hours will be reduced prior to billing by multiplying kilowatts and kilowatt-hours by 0.9756.

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 2 16th Revised Sheet No. 6

Canceling P.S.C. Mo. No. 5 Sec. 2 15th Revised Sheet No. 6

For ALL TERRITORY

**FEED MILL AND GRAIN ELEVATOR SERVICE  
SCHEDULE PFM**

**AVAILABILITY:**

This schedule is available for electric service to any custom feed mill or grain elevator.

**MONTHLY RATE:**

	Summer Season	Winter Season
Customer Access Charge .....	\$ 27.91	\$ 27.91
The first 700-kWh, per kWh .....	0.1819	0.1819
Additional kWh, per kWh .....	0.1819	0.1653

The Summer Season will be the first four monthly billing periods billed on and after June 16, and the Winter Season will be the remaining eight monthly billing periods of the calendar year.

**PAYMENT:**

The above rate applies only if the bill is paid on or before twenty-one (21) days after the date thereof. If not so paid, the above rate plus 5% then applies.

**FUEL ADJUSTMENT CLAUSE:**

The above charges will be adjusted in an amount provided by the terms and provisions of the Fuel Adjustment Clause, Rider FAC.

**GROSS RECEIPTS, OCCUPATION OR FRANCHISE TAXES:**

There will be added to the Customer's bill, as a separate item, an amount equal to the proportionate part of any license, occupation, franchise, gross or other similar fee or tax now or hereafter imposed upon the Company by any municipality or any other governmental authority, whether imposed by ordinance, franchise, or otherwise, in which the fee or tax is based upon a flat sum payment, a percentage of gross receipts, net receipts, or revenues from the sale of electric service rendered by the Company to the Customer. When such tax or fee is imposed on the Company as a flat sum or sums, the proportionate amount applicable to each Customer's bill shall be determined by relating the annual total of such sum(s) to the Company's total annual revenue from the service provided by this tariff within the jurisdiction of the governmental body and the number of customers located within that jurisdiction. The amounts shall be converted to a fixed amount per customer, so that the amount, when accumulated from all customers within the geographic jurisdiction of the governmental body, will equal the amount of the flat sum(s). The fixed amount per customer shall be divided by 12 and applied to each monthly bill as a separate line item. The amount shall remain the same until the flat sum may be changed by the governmental body, in which case this process shall be adjusted to the new flat sum. The amount shall be modified prospectively by the Company anytime it appears, on an annual basis, that the Company is either over-collecting or under-collecting the amount of the flat sum(s) by more than five percent (5%) on an annual basis. Bills will be increased in the proportionate amount only in service areas where such tax or fee is applicable.

**CONDITIONS OF SERVICE:**

1. The voltage, phase and frequency of energy supplied will be as approved by the Company.
2. Service will be supplied through a single meter unless otherwise authorized by the Company. The point of delivery and location of the meter will be at the building wall unless otherwise specifically designated and approved in advance by the Company for each exception.
3. Service will be furnished for the sole use of the Customer and will not be resold, redistributed or submetered, directly or indirectly.
4. The term of service will not be less than one (1) year. Intermittent or seasonal service will not be provided.
5. Bills for service will be rendered monthly.
6. The Company Rules and Regulations, P.S.C. Mo. No. 5, Section 5, are a part of this schedule.
7. No new customers will be accepted on this rate.

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 2 16th Revised Sheet No. 7

Canceling P.S.C. Mo. No. 5 Sec. 2 15th Revised Sheet No. 7

For ALL TERRITORY

**TOTAL ELECTRIC BUILDING SERVICE  
SCHEDULE TEB**

**AVAILABILITY:**

This schedule is available to any general services customers on the lines of the Company for total electric service except those customers who are conveying electric service to others whose utilization of the same is for residential purposes other than transient or seasonal. Motels, hotels, inns, etc., and others who provide transient room and/or room and board service and/or provide service to dwellings on a transient or seasonal basis are not excluded from the use of this rate. The Company reserves the right to determine the applicability or the availability of this rate to any specific applicant for electric service.

MONTHLY RATE:	Summer Season	Winter Season
CUSTOMER ACCESS CHARGE.....	\$ 67.62	\$ 67.62
<b>DEMAND CHARGE:</b>		
Per kW of Billing Demand.....	3.34	2.73
<b>FACILITIES CHARGE</b>		
per kW of Facilities Demand.....	2.015	2.015
<b>ENERGY CHARGE:</b>		
First 150 hours use of Metered Demand, per kWh.....	0.1025	0.0784
Next 200 hours use of Metered Demand, per kWh.....	0.0804	0.0636
All additional kWh, per kWh.....	0.0727	0.0625

The Summer Season will be the first four monthly billing periods billed on and after June 16, and the Winter Season will be the remaining eight monthly billing periods of the calendar year. If an interval data recorder is required for billing purposes, the Customer Charge will be \$248.77.

**FUEL ADJUSTMENT CLAUSE:**

The above charges will be adjusted in an amount provided by the terms and provisions of the Fuel Adjustment Clause, Rider FAC.

**DETERMINATION OF BILLING DEMAND:**

The monthly Metered Demand will be determined from the highest fifteen minute integrated kilowatt demand registered during the month by a suitable demand meter. The monthly Billing Demand will be the monthly Metered Demand or 40 kW, whichever is greater.

**DETERMINATION OF MONTHLY FACILITIES DEMAND:**

The monthly Facilities Demand will be determined by a comparison of the current month's metered demand and the metered demand recorded in each of the previous 11 months. If there are less than 11 previous months of data, all available data from previous months will be used. The monthly Facilities Demand will be the maximum demand as determined by this comparison or 40 kW, whichever is greater.

**TRANSFORMER OWNERSHIP:**

Where the Customer supplies all facilities (other than metering equipment) for utilization of service at the voltage of the Company's primary line feeding to such location, a reduction of \$0.351 per kW will apply to the Facilities charge.

**METERING ADJUSTMENT:**

The above rate applies for service metered at secondary voltage. Where service is metered at the voltage of the primary line feeding to such location, metered kilowatts and kilowatt-hours will be reduced prior to billing by multiplying metered kilowatts and kilowatt-hours by 0.9806.

**MINIMUM MONTHLY BILL:**

During any month in which service is rendered, the minimum monthly bill will be the Customer charge plus the demand charge plus the Facilities Charge.

**PAYMENT:**

The above rate applies only if the bill is paid on or before fourteen (14) days after the date thereof. If not so paid, the above rate plus 5% then applies.

DATE OF ISSUE July 6, 2012  
ISSUED BY Kelly S. Walters, Vice President, Joplin, MO

DATE EFFECTIVE August 5, 2012

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 2 12th Revised Sheet No. 9

Canceling P.S.C. Mo. No. 5 Sec. 2 11th Revised Sheet No. 9

For ALL TERRITORY

**SPECIAL TRANSMISSION SERVICE CONTRACT: PRAXAIR  
SCHEDULE SC-P**

**AVAILABILITY:**

This schedule is available for electric service to PRAXAIR, INC. (Customer) as stated in the contract for power service between THE EMPIRE DISTRICT ELECTRIC COMPANY (Company) and PRAXAIR, INC. ("the contract").

**MONTHLY RATE:**

	Summer Season	Winter Season
CUSTOMER ACCESS CHARGE .....	\$ 248.76	\$ 248.76
ON-PEAK DEMAND CHARGE		
Per kW of Billing Demand .....	24.17	16.42
SUBSTATION FACILITIES CHARGE		
Per kW of Facilities Demand .....	0.485	0.485
ENERGY CHARGE, per kWh:		
On-Peak Period .....	0.0520	0.0369
Shoulder Period .....	0.0420	
Off-Peak Period .....	0.0324	0.0306

The Summer Season will be the first four monthly billing periods billed on and after June 16, and the Winter Season will be the remaining eight monthly billing periods of the calendar year. The On-Peak hours will be weekdays, excluding holidays, from 12:00 p.m. through 7:00 p.m. during the Summer Season and 6:00 a.m. through 10:00 p.m. during the Winter Season. The Shoulder hours will be weekends from 12:00 p.m. through 9:00 p.m. and weekdays from 9:00 a.m. through 12:00 p.m. and 7:00 p.m. through 10:00 p.m. during the Summer Season. All other hours are Off-Peak. Holidays include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, as specified by the North American Electric Reliability Council (NERC).

**FUEL ADJUSTMENT CLAUSE:**

The above charges will be adjusted in an amount provided by the terms and provisions of the Fuel Adjustment Clause, Rider FAC.

**DETERMINATION OF DEMANDS (CPD, MFD, ID):**

An appropriate level of demand at the time of the Company's system peak shall be determined for PRAXAIR under this Schedule. This Customer Peak Demand ("CPD") shall be either PRAXAIR's actual maximum measured kW demand during a peak period, or a calculated amount based upon conditions involving PRAXAIR's actual or expected operations, and agreed upon between Company and PRAXAIR.

**CURTAILMENT LIMITS:**

The number of Curtailment Events in a Curtailment Year shall be no more than thirteen (13). Each Curtailment Event shall be no less than two or no more than eight consecutive hours and no more than one occurrence will be required per day unless needed to address a system reliability event. The cumulative hours of curtailment per Customer shall not exceed one hundred hours (100) during each Curtailment Year. The Curtailment Contract Year shall be June 1 through May 31.

**DETERMINATION OF BILLING DEMAND:**

The monthly "On-Peak Demand" shall be determined as being the highest fifteen (15) minute integrated kilowatt demand registered by a suitable demand meter during the peak hours as stated above. In no event shall the Peak Demand be less than the lesser of 6000 kW or Customer's MFD for Customers that have contracted interruptible capacity as specified in the contract or any future amendments thereto.

**DETERMINATION OF MONTHLY FACILITIES DEMAND:**

The monthly "Substation Facilities Demand" shall be determined as being the highest fifteen (15) minute integrated demand registered by a suitable demand meter during all hours. In no event shall Substation Facility Demand, if applicable be less than the greater of 6000 kW and Customer's CPD for Customers that have contracted interruptible capacity as specified in the contract or any future amendments thereto.

**METERING ADJUSTMENT:**

The above rates apply for service metered at transmission voltage. Where service is metered at substation voltage, metered kilowatts and kilowatt-hours will be increased prior to billing by multiplying metered kilowatts and kilowatt-hours by 1.0086.

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 2 9th Revised Sheet No. 9b

Canceling P.S.C. Mo. No. 5 Sec. 2 8th Revised Sheet No. 9b

For ALL TERRITORY

**SPECIAL TRANSMISSION SERVICE CONTRACT: PRAXAIR  
SCHEDULE SC-P**

**SUBSTATION FACILITIES CHARGE:**

The above Substation Facilities Charge does not apply if the stepdown substation and transformer are owned by the Customer.

**PAYMENT:**

The above rate applies only if the bill is paid on or before fifteen (15) days after the date thereof. If not so paid, the above rate plus 5% then applies.

**MONTHLY CREDIT:**

A monthly credit of \$4.05 on demand reduction per kW of contracted interruptible demand for substation metered Customers will be applied.

**GROSS RECEIPTS, OCCUPATION OR FRANCHISE TAXES:**

There will be added to the Customer's bill, as a separate item, an amount equal to the proportionate part of any license, occupation, franchise, gross or other similar fee or tax now or hereafter imposed upon the Company by any municipality or any other governmental authority, whether imposed by ordinance, franchise, or otherwise, in which the fee or tax is based upon a flat sum payment, a percentage of gross receipts, net receipts, or revenues from the sale of electric service rendered by the Company to the Customer. When such tax or fee is imposed on the Company as a flat sum or sums, the proportionate amount applicable to each Customer's bill shall be determined by relating the annual total of such sum(s) to the Company's total annual revenue from the service provided by this tariff within the jurisdiction of the governmental body and the number of customers located within that jurisdiction. The amounts shall be converted to a fixed amount per customer, so that the amount, when accumulated from all customers within the geographic jurisdiction of the governmental body, will equal the amount of the flat sum(s). The fixed amount per customer shall be divided by 12 and applied to each monthly bill as a separate line item. The amount shall remain the same until the flat sum may be changed by the governmental body, in which case this process shall be adjusted to the new flat sum. The amount shall be modified prospectively by the Company anytime it appears, on an annual basis, that the Company is either over-collecting or under-collecting the amount of the flat sum(s) by more than five percent (5%) on an annual basis. Bills will be increased in the proportionate amount only in service areas where such tax or fee is applicable.

**SPECIAL CONDITIONS OF SERVICE:**

1. The minimum ID shall be at least 5600 kW.
2. The Company will give Customer a minimum of 30 minutes notice prior to demand reduction.
3. The Company may request a demand reduction on any day.
4. This schedule, SC-P, is available for service to Praxair, Inc. only in the event there is a contract for power service in effect between the Company and Praxair, Inc.

DATE OF ISSUE July 6, 2012  
ISSUED BY Kelly S. Walters, Vice President, Joplin, MO

DATE EFFECTIVE August 5, 2012

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 3 17th Revised Sheet No. 1

Canceling P.S.C. Mo. No. 5 Sec. 3 16th Revised Sheet No. 1

For ALL TERRITORY

**MUNICIPAL STREET LIGHTING SERVICE  
SCHEDULE SPL**

**AVAILABILITY:**

This schedule is available to municipalities served by the Company under the provisions of an Electric Franchise having an original term of not less than ten (10) years, for outdoor lighting for streets, alleys, parks and public places under the provisions of the Company's standard Municipal Electric Service Agreement, having an original term of not less than two (2) years.

ANNUAL STREET LIGHTING CHARGE:	Annual Charge Per Lamp	Annual kWh	Watts
<b>Incandescent Lamp Sizes (No New Installation Allowed)</b>			
4,000 lumen.....	\$ 76.73	1,088	
<b>Mercury-Vapor Lamp Sizes:</b>			
7,000 lumen.....	92.36	784	175
11,000 lumen.....	111.65	1,186	250
20,000 lumen.....	157.32	1,868	400
53,000 lumen.....	274.00	4,475	1000
<b>High-Pressure Sodium-Vapor Lamp Sizes (Lucalox, etc.):</b>			
6,000 lumen.....	81.71	374	70
16,000 lumen.....	103.41	694	150
27,500 lumen.....	134.26	1,271	250
50,000 lumen.....	187.75	1,880	400
130,000 lumen.....	315.25	4,313	1000
<b>Metal Halide Lamp Sizes:</b>			
12,000 lumen.....	124.40	696	175
20,500 lumen.....	151.64	1,020	250
36,000 lumen.....	202.35	1,620	400
110,000 lumen.....	436.66	4,056	1000

The monthly charge per lamp, is 1/12th of the annual charge.

**FUEL ADJUSTMENT CLAUSE:**

The above charges will be adjusted in an amount provided by the terms and provisions of the Fuel Adjustment Clause, Rider FAC.

**DETERMINATION OF ENERGY (kWh) USAGE FOR NON-METERED FIXTURES:**

The monthly energy for each type and size of lamp is determined by multiplying the annual kWh listed above, by the monthly usage factor listed in the table below:

Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	12 month total
Usage Factor	.103	.089	.087	.075	.070	.064	.067	.073	.079	.091	.098	.104	1.00

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 3 21st Revised Sheet No. 2

Canceling P.S.C. Mo. No. 5 Sec. 3 20th Revised Sheet No. 2

For ALL TERRITORY

**PRIVATE LIGHTING SERVICE  
SCHEDULE PL**

**AVAILABILITY:**

This schedule is available for outdoor lighting service to any retail Customer.

**MONTHLY RATE:**

	<u>Per Lamp</u>	<u>Monthly kWh</u>	<u>Watts</u>
<b>STANDARD STREET LIGHTING CONSTRUCTION:</b>			
Mercury-Vapor Lamp Sizes (No new installations allowed):			
6,800 lumen.....	\$ 17.23	65	175
20,000 lumen.....	28.35	156	400
54,000 lumen.....	53.29	373	1000
Sodium-Vapor Lamp Sizes:			
6,000 lumen.....	14.52	31	70
16,000 lumen.....	20.71	58	150
27,500 lumen.....	30.11	106	250
50,000 lumen.....	35.54	157	400
Metal Halide Lamp Sizes:			
12,000 lumen.....	24.94	59	175
20,500 lumen.....	32.31	85	250
36,000 lumen.....	37.20	135	400

**STANDARD FLOOD LIGHTING CONSTRUCTION:**

Mercury-Vapor Lamp Sizes (No new installations allowed):			
20,000 lumen.....	35.40	156	400
54,000 lumen.....	62.78	373	1000
Sodium-Vapor Lamp Sizes:			
27,500 lumen.....	33.71	106	250
50,000 lumen.....	45.61	157	400
140,000 lumen.....	71.35	359	1000
Metal Halide Lamp Sizes:			
12,000 lumen.....	26.10	59	175
36,000 lumen.....	47.46	135	400
110,000 lumen.....	73.27	338	1000

**Additional Charge for installations requiring additions to, or rearrangement of, existing facilities:**

Regular wood pole, per month.....	\$ 2.27
Transformer.....	2.07
Guy and anchor, per month.....	1.93
Overhead conductor, three wire, per foot, per month.....	0.018
Other (miscellaneous) per month.....	1.5% of the estimated installed cost thereof

For installations requiring a large expenditure for additions to, or rearrangements of existing facilities, the total additional charge may be computed at 1.5% of the estimated installed cost thereof per month. Such estimated installed cost excludes the estimated installed cost of materials required for standard construction (see Conditions of Service, No. 1, below).

**FUEL ADJUSTMENT CLAUSE:**

The above charges will be adjusted in an amount provided by the terms and provisions of the Fuel Adjustment Clause, Rider FAC.

**DETERMINATION OF ENERGY (kWh) FOR NON-METERED FIXTURES:**

The monthly energy (kWh) for each type and size of lamp is listed above.

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 3 16th Revised Sheet No. 3

Canceling P.S.C. Mo. No. 5 Sec. 3 15th Revised Sheet No. 3

For ALL TERRITORY

**SPECIAL LIGHTING SERVICE  
SCHEDULE LS**

**AVAILABILITY:**

This schedule is available for electric service to sport field lighting, holiday decorative lighting or similar nighttime temporary or seasonal use.

**MONTHLY RATE:**

For the first 1,000 kWh used, per kWh..... \$ 0.1763  
For all additional kWh used, per kWh..... 0.1382

**MINIMUM:**

The net monthly minimum charge for any month during which electrical energy is used will be \$47.10.

**FUEL ADJUSTMENT CLAUSE:**

The above charges will be adjusted in an amount provided by the terms and provisions of the Fuel Adjustment Clause, Rider FAC.

**CONSUMPTION:**

Service will normally be delivered and metered hereunder at the secondary voltage available at the service location. Where physical circumstances would normally make it necessary to meter the service at primary voltage, the Company may at its option install a time clock in place of primary metering facilities to measure the hours-use of the service and compute the kilowatt-hours' consumption of the sport field by using the customer's connected load. The connected load used for the calculation will be, determined at the time of installation and at such subsequent times as the Company may deem necessary by actual load check of the customer's facilities. Unmetered dusk to dawn service may be provided, in which case the connected load will be used to determine the kilowatt-hours consumed.

**INSTALLATION CHARGE:**

In addition to the above charges, a customer of temporary nature will be required to pay the net cost of erection and removal of any special facilities necessary to provide service. Such net cost will include the Company's total expenditure for labor, material, supervision and all other costs necessary to erect and remove facilities for service, less proper credit for actual salvage.

**PAYMENT:**

Bills will be due on or before twenty-one (21) days after the date thereof.

**GROSS RECEIPTS, OCCUPATION OR FRANCHISE TAXES:**

There will be added to the Customer's bill, as a separate item, an amount equal to the proportionate part of any license, occupation, franchise, gross or other similar fee or tax now or hereafter imposed upon the Company by any municipality or any other governmental authority, whether imposed by ordinance, franchise, or otherwise, in which the fee or tax is based upon a flat sum payment, a percentage of gross receipts, net receipts, or revenues from the sale of electric service rendered by the Company to the Customer. When such tax or fee is imposed on the Company as a flat sum or sums, the proportionate amount applicable to each Customer's bill shall be determined by relating the annual total of such sum(s) to the Company's total annual revenue from the service provided by this tariff within the jurisdiction of the governmental body and the number of customers located within that jurisdiction. The amounts shall be converted to a fixed amount per customer, so that the amount, when accumulated from all customers within the geographic jurisdiction of the governmental body, will equal the amount of the flat sum(s). The fixed amount per customer shall be divided by 12 and applied to each monthly bill as a separate line item. The amount shall remain the same until the flat sum may be changed by the governmental body, in which case this process shall be adjusted to the new flat sum. The amount shall be modified prospectively by the Company anytime it appears, on an annual basis, that the Company is either over-collecting or under-collecting the amount of the flat sum(s) by more than five percent (5%) on an annual basis. Bills will be increased in the proportionate amount only in service areas where such tax or fee is applicable.



THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 3 16th Revised Sheet No. 4

Canceling P.S.C. Mo. No. 5 Sec. 3 15th Revised Sheet No. 4

For ALL TERRITORY

MISCELLANEOUS SERVICE  
SCHEDULE MS

AVAILABILITY:

This schedule is available for electric service to signal systems or similar unmetered service and to temporary or seasonal use.

MONTHLY RATE:

Customer charge..... \$ 19.69  
For all energy used, per kWh..... \$ 0.1027

FUEL ADJUSTMENT CLAUSE:

The above charges will be adjusted in an amount provided by the terms and provisions of the Fuel Adjustment Clause, Rider FAC.

CONSUMPTION:

The connected load will be used to calculate the kilowatt-hours consumed on unmetered service.

INSTALLATION CHARGE:

In addition to the above charges, a customer of temporary nature will be required to pay the net cost of erection and removal of any special facilities necessary to provide service. Such net cost will include the Company's total expenditure for labor, material, supervision and all other costs necessary to erect and remove facilities for service, less proper credit for actual salvage.

PAYMENT:

Bills will be due on or before twenty-one (21) days after the date thereof.

GROSS RECEIPTS, OCCUPATION OR FRANCHISE TAXES:

There will be added to the Customer's bill, as a separate item, an amount equal to the proportionate part of any license, occupation, franchise, gross or other similar fee or tax now or hereafter imposed upon the Company by any municipality or any other governmental authority, whether imposed by ordinance, franchise, or otherwise, in which the fee or tax is based upon a flat sum payment, a percentage of gross receipts, net receipts, or revenues from the sale of electric service rendered by the Company to the Customer. When such tax or fee is imposed on the Company as a flat sum or sums, the proportionate amount applicable to each Customer's bill shall be determined by relating the annual total of such sum(s) to the Company's total annual revenue from the service provided by this tariff within the jurisdiction of the governmental body and the number of customers located within that jurisdiction. The amounts shall be converted to a fixed amount per customer, so that the amount, when accumulated from all customers within the geographic jurisdiction of the governmental body, will equal the amount of the flat sum(s). The fixed amount per customer shall be divided by 12 and applied to each monthly bill as a separate line item. The amount shall remain the same until the flat sum may be changed by the governmental body, in which case this process shall be adjusted to the new flat sum. The amount shall be modified prospectively by the Company anytime it appears, on an annual basis, that the Company is either over-collecting or under-collecting the amount of the flat sum(s) by more than five percent (5%) on an annual basis. Bills will be increased in the proportionate amount only in service areas where such tax or fee is applicable.

CONDITIONS OF SERVICE:

- 1. Service will be furnished for the sole use of the customer and will not be resold, redistributed, or submetered, directly or indirectly.
- 2. Voltage, phase, and frequency of service supplied will be as approved by the Company.
- 3. Bills for service will be rendered monthly. Where service is for temporary use, the bill for the current month's service will be rendered immediately on discontinuance of service.
- 4. The Company Rules and Regulations, P.S.C. Mo. No. 5, Section 5, are a part of this schedule.

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 3 5th Revised Sheet No. 5

Canceling P.S.C. Mo. No. 5 Sec. 3 4th Revised Sheet No. 5

For ALL TERRITORY

CREDIT ACTION FEES  
SCHEDULE CA

AVAILABILITY:

This schedule is available to any customer requiring the special services listed below.

RATE:

Customer advance for temporary service line (per Rules and Regulations, Chapter III, Section B1d).....	\$ 25.00
Charge for insufficient funds check or return of electronic payment (per Rules and Regulations, Chapter V, A13).....	\$ 20.00
Customer charge for trip to premises to collect non-payment fee (per Rules and Regulations, Chapter V, F8).....	\$ 15.00
Reconnection fee (per Rules and Regulations, Chapter V, F11)	
During normal business hours .....	\$ 30.00
Outside normal business hours .....	\$ 50.00
Charge for meter reading (per Rules and Regulations, Chapter V, Section A3)	
During normal business hours .....	\$ 5.00
Outside normal business hours .....	\$ 10.00

Effective January 1, 2003, interest rate paid upon return of a deposit, per annum, compounded annually (per Rules and Regulations, Chapter V, C5b), shall be equal to the prime rate published in the Wall Street Journal as being in effect on the last business day of December of the prior year, plus 1%.

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 4 1st Revised Sheet No. 17h

Canceling P.S.C. Mo. No. 5 Sec. 4 Original Sheet No. 17h

For ALL TERRITORY

FUEL ADJUSTMENT CLAUSE  
SCHEDULE FAC  
For service on and after XX-XX-XXXX.

The two six-month accumulation periods, the two six-month recovery periods and filing dates will be as follows:

<u>ACCUMULATION PERIOD</u>	<u>RECOVERY PERIOD</u>	<u>ACCUMULATION PERIOD</u>	<u>RECOVERY PERIOD</u>
SEPTEMBER	JUNE	MARCH	DECEMBER
OCTOBER	JULY	APRIL	JANUARY
NOVEMBER	AUGUST	MAY	FEBRUARY
DECEMBER	SEPTEMBER	JUNE	MARCH
JANUARY	OCTOBER	JULY	APRIL
FEBRUARY	NOVEMBER	AUGUST	MAY
Filing date:	April 1 <sup>st</sup>		October 1 <sup>st</sup>

The Company will make a Cost Adjustment Factor ("CAF") filing by each Filing Date. The new CAF rates for which the filing is made will be applicable starting with the recovery period that begins following the Filing Date. All CAF filings shall be accompanied by detailed workpapers supporting the filing in an electronic format with all formulas intact.

**DEFINITIONS**

**ACCUMULATION PERIOD:**

The six calendar months during which the actual costs subject to this rider will be accumulated for purposes of determining the CAF.

**RECOVERY PERIOD:**

The billing months during which CAF is applied to retail customer billings on a per kilowatt-hour (kWh) basis.

**BASE ENERGY COST:**

Base Energy Cost in this FAC are calculated using the costs included in the revenue requirement upon which Empire's general rates are set for fuel including the costs associated with the Company's fuel hedging program; purchased power energy charges, including applicable transmission fees; Southwest Power Pool variable costs, Air Quality Control System consumables, such as anhydrous ammonia, limestone, and powder activated carbon, and emission allowance costs, but not purchased power demand costs as off-set by off-system sales revenue, any emission allowance revenues, and renewable energy credit revenues in the accumulation period.

**BASE ENERGY COST PER kWh:**

Base energy cost per kWh at the generator, established in the most recent base rate case. The base energy cost per kWh is \$0.02837 for each accumulation period.

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 4 1st Revised Sheet No. 17i

Canceling P.S.C. Mo. No. 5 Sec. 4 Original Sheet No. 17i

For ALL TERRITORY

FUEL ADJUSTMENT CLAUSE  
SCHEDULE FAC  
For service on and after XX-XX-XXXX.

**APPLICATION**

**FUEL ADJUSTMENT CLAUSE**

The average price per kWh of electricity generated or purchased will be adjusted subject to application of the FAC, and approved by the Public Service Commission. The price will reflect 95 percent of the accumulation period costs either above or below base costs specified below for:

1. Fuel and AQCS consumables consumed in Company electric generating plants;
2. Purchased energy (excluding demand);
3. Off-system sales revenue;
4. Emission allowance costs and revenues; and
5. Renewable energy credit revenues.

It will also include:

6. An adjustment for the prior recovery period's over/under recovery of FAC Costs;
7. Interest at a rate equal to the Company's short-term interest rate will be applied to the average monthly deferred electric energy costs and will be accumulated during the accumulation period. Deferred electric energy cost shall be determined monthly. The monthly deferred amount may be negative or positive during the accumulation period.

The formula and components are displayed below.

$$FAC = \{(F + P + E - O - R - B) * J\} * 0.95 + C + I$$

Where:

F = Actual total cost of fuel - FERC Accounts 501 & 547 (excluding fixed pipeline reservation charges and fixed pipeline storage charges), and AQCS consumables - FERC Account 506.2.

P = Actual total system cost of purchased energy - FERC Account 555 (excluding purchase power demand charges).

E = Actual total system net emission allowance cost and revenues - FERC Accounts 509 & 254.103.

O = Actual total system off-system sales revenue.

B = Base energy cost is calculated as follows:

1. For each accumulation period  $B = (NSI \text{ kWh} * \$0.02837)$

NSI = Actual net system input at the generation level for the accumulation period.

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 4 1st Revised Sheet No. 17j

Canceling P.S.C. Mo. No. 5 Sec. 4 Original Sheet No. 17j

For ALL TERRITORY

FUEL ADJUSTMENT CLAUSE  
SCHEDULE FAC  
For service on and after XX-XX-XXXX.

R = Renewable energy credit revenues.

J = Missouri energy ratio calculated as follows:

$$\text{Missouri energy ratio} = \frac{\text{Missouri retail kWh sales}}{\text{Total system kWh sales}}$$

Where Total system kWh sales excludes off-system sales.

C = True-up of over/under recovery of FAC balance from prior recovery period as included in the deferred energy cost balancing account. This factor will reflect any modifications made due to prudence reviews.

I = Interest.

**COST ADJUSTMENT FACTOR**

The CAF is the result of dividing the FAC by estimated recovery period Missouri net system input (NSI) kWh, rounded to the nearest \$.00000. The CAF shall be adjusted to reflect the differences in line losses that occur at primary and above voltage and secondary voltage by multiplying the average cost at the generator by 1.0502 and 1.0686, respectively. Any CAF authorized by the Commission shall be billed based upon customers' energy usage on and after the authorized effective date of the CAF. The formula and components are displayed below.

$$\text{CAF} = \frac{\text{FAC}}{\text{S}}$$

Where:

S = Forecasted Missouri NSI kWh for the recovery period. Missouri NSI kWh is calculated as:

$$\text{Missouri NSI} = \text{Forecasted NSI} * \frac{\text{Forecasted Missouri retail kWh sales}}{\text{Forecasted total system kWh sales}}$$

Where Forecasted Total System kWh Sales excludes off-system sales.

**PRUDENCE REVIEW**

There shall be a periodic review of fuel and energy costs subject to the FAC and a comparison of the FAC revenue collected. Prudence reviews shall occur no less frequently than at eighteen (18) month intervals.

**TRUE-UP OF FAC**

After completion of each recovery period, the Company will make a true-up filing in conjunction with an adjustment to its FAC on the first Filing Date that occurs after completion of each recovery period. The true-up adjustment shall be the difference between the revenues billed in the recovery period to the costs authorized for collection in the recovery period, i.e. the true-up adjustment. Any true-up adjustments or refunds shall be reflected in item C above and shall include interest calculated as provided for in item I above.

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 4 3rd Revised Sheet No. 17k

Canceling P.S.C. Mo. No. 5 Sec. 4 2nd Revised Sheet No. 17k

For ALL TERRITORY

FUEL ADJUSTMENT CLAUSE  
 SCHEDULE FAC  
 For service on and after XX-XX-XXXX.

ACCUMULATION PERIOD ENDING, (XX-XX-XXXX)

1.	Total energy cost (F + P + E – O - R)	\$XXXXXXXX
2.	Base energy cost (B)	\$XXXXXXXX
3.	Missouri energy ratio (J)	XXXXXX
4.	Fuel cost recovery [(F + P + E – O - R) – B] * J * 0.95	\$XXXXXXXX
5.	Adj for over/under recovery for the recovery period ending XX-XX-XXXX (C)	\$XXXXXX
6.	Interest (I)	\$XXXXXX
7.	Fuel Adjustment Clause (FAC)	\$XXXXXXXX
8.	Forecasted Missouri NSI for the recovery period (S)	XXXXXXXXXXXX
9.	Cost Adjustment Factor (CAF) to be applied to bills beginning XX-XX-XXXX	\$XXXXXX / kWh
10.	CAF - Primary and above (Line 9 x Primary Expansion Factor)	\$XXXXXX / kWh
11.	CAF - Secondary (Line 9 x Secondary Expansion Factor)	\$XXXXXX / kWh

Primary Expansion Factor = 1.0502  
 Secondary Expansion Factor = 1.0686

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 4 Original Sheet No. 22

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Sheet No. \_\_\_\_\_

ECONOMIC DEVELOPMENT RIDER  
SCHEDULE EDR

**Purpose:**

The purpose of the Economic Development Rider is to encourage industrial and commercial business development in Missouri.

**Availability:**

Electric service under this rider is only available in conjunction with local, regional and state governmental economic development activities where incentives have been offered and accepted by the Customer to locate new facilities or expand existing facilities in the Company's Missouri service area. For purposes of this rider, new facilities shall be defined as a Customer's facility that has not received electric service in the Company's Missouri service area within the last twelve (12) months. Electric service under this rider is only available to a Customer otherwise qualified for service under the Company's GP, TEB, LP or ST rate schedules, and willing to enter into a contract for service for a minimum term of five (5) years.

The availability of this rider shall be limited to industrial and commercial facilities not involved in selling or providing goods and services directly to the general public.

**Applicability:**

The rider is applicable to new facilities or the additional separately metered facilities meeting the above availability criteria and the following two applicability criteria:

1. The annual load factor of the new Customer or additional facility is reasonably projected to equal or exceed an annual load factor of fifty (50) percent within two (2) years of the date the Customer first receives service under this Rider. The projected annual Customer load factor shall be determined by the following relationship:

$$\text{PAE} / \text{PCD} \times \text{HRS}$$

Where:

- PAE = Projected Annual Energy (kWh)
- HRS = Hours in year (8760)
- PCD = Projected Customer Non-coincident Demand

If the above load factor criterion is not met, the Company may consider the following other factors when determining qualification for the rider:

- a. The creation of seventy-five (75) or more new permanent full-time jobs;
2. The peak demand of the new or additional facility is reasonable projected to be at least three-hundred (300) kW within two years of the date the Customer first received service under this rider.

All requests for service under this rider will be considered by the Company. Sufficiently detailed information shall be provided, by the Customer, to enable the Company to determine whether a facility is qualified for the Rider. Service under this rider shall be evidenced by a contract between the Customer and the Company, which shall be submitted to the Commission.

DATE OF ISSUE July 6, 2012  
ISSUED BY Kelly S. Walters, Vice President, Joplin, MO

DATE EFFECTIVE August 5, 2012

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 4 Original Sheet No. 22a

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Sheet No. \_\_\_\_\_

ECONOMIC DEVELOPMENT RIDER  
SCHEDULE EDR

**Incentive Provisions:**

1. Revenue Determination:

The pre-tax revenues under this rider shall be determined by reducing otherwise applicable charges, associated with the GP, TEB, LP or ST rate schedules, by 30% during the first contract year, 25% during the second contract year, 20% during the third contract year, 15% during the fourth contract year and 10% during the fifth contract year. After the fifth contract year, this incentive provision shall cease. All other billing, operational and related provision of the aforementioned rate schedules shall remain in effect.

Bills for separately metered service to existing Customers, pursuant to the provision of this rider, will be calculated independently of any other service rendered to the Customer at the same or other locations.

2. Shifting of Existing Load:

For Customers with existing facilities at one or more locations in the Company's Missouri service area, this rider shall not apply to the service previously provided at any other Company delivery point within the last twelve (12) months. Failure to comply with this provision may result in termination of service under this rider.

**Termination:**

Failure of the Customer to meet any of the applicability criteria of this rider, used to qualify the Customer for acceptance on the rider, within two years of the date service under this rider begins, may lead to termination of service under this rider.

DATE OF ISSUE July 6, 2012  
ISSUED BY Kelly S. Walters, Vice President, Joplin, MO

DATE EFFECTIVE August 5, 2012



THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 4 Original Sheet No. 22b

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Sheet No. \_\_\_\_\_

**ECONOMIC DEVELOPMENT RIDER  
SCHEDULE EDR**

**Form of Contract:**

This Agreement is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between Empire District Electric Company (Company) and \_\_\_\_\_ (Customer).

Witnesseth:

Whereas, Company has on file with the Public Service Commission of the State of Missouri (Commission) a certain Economic Development Rider (Rider), and:

Whereas, Customer is a new Customer, or has acquired additional separately metered facilities within the Company's service territory, and;

Whereas, Customer has furnished sufficient information to the Company to demonstrate that its new facilities or additional separately metered facilities (Facilities) satisfied the Availability and Applicability provisions of the Rider, and:

The Company and Customer agree as follows:

1. Service to the Customer's Facilities located at (address) \_\_\_\_\_, (city) \_\_\_\_\_, (state) \_\_\_\_\_, (county) \_\_\_\_\_ shall be pursuant to the Rider, all other applicable tariffs, and the Company's General Rules and Regulations applying to electric service, as may be in effect from time to time and filed with the Commission.
2. Customer further acknowledged that this Agreement is not assignable voluntarily by Customer, but shall nevertheless inure to the benefit of and be binding upon the Customer's successors by operation of law.
3. Customer acknowledges that all information provided to the Company for the purpose of determining whether the Customer is eligible for service under the Rider shall be retained by the Company, and shall be subject to inspection and disclosure under Chapters 383 and 393, RSMo 2011, as amended from time to time. Should the Customer designate any of such information as proprietary or confidential, the Company shall notify Customer of any request for inspection or disclosure, and shall use good faith efforts to secure an agreement or Commission order protecting the proprietary or confidential nature of such information.
4. This Agreement shall be governed in all respects by the laws of the State of Missouri (regardless of conflict of laws provisions), and by the orders, rules and regulations of the Commission they may exist from time to time. Nothing contained herein shall be construed as divesting, or attempting to divest, the Commission of any rights jurisdiction, power or authority vested in it by law.

In witness whereof, the parties have signed this Agreement as of the date first above written.

Empire District Electric Company \_\_\_\_\_  
(Customer)

By \_\_\_\_\_ By \_\_\_\_\_

DATE OF ISSUE July 6, 2012 DATE EFFECTIVE August 5, 2012  
ISSUED BY Kelly S. Walters, Vice President, Joplin, MO